

TUBER AND WHEELER

WARRANTY DEED

FABENS INTERCEPTING DRAIN

6023-0087-0028-00

21-(28)

X

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

I know all men by these presents:

THAT, We, Irene Whitaker, a feme sole, Dan W. Whitaker, and Paul Tucker, joined pro forma by his wife, Willie Tucker, the said Dan W. Whitaker being joined herein pro forma by his wife Lonnie Whitaker,

of the County of ~~El Paso~~ ^{Cherokee} State of Texas, in consideration of the sum of (\$446.25)

Four Hundred Forty-six and 25/100----- DOLLARS,

to us in hand paid by the UNITED STATES OF AMERICA

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do grant, Sell and Convey unto the said

~~of the County of~~ ^{and} ^{of} , all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

follows, to-wit: an undivided three-fourths (3/4) interest in and to

A tract of land lying and situate in El Paso County, Texas and in the Northwest quarter Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) Section four (4) Township thirty-four (34) South Range eight (8) East Bureau of Reclamation Survey, being also within Tract sixteen (16) Block one (1) as shown on plat of official re-survey of the Mainland San Elizario Grant as accepted by the Commissioner's Court of El Paso County, Texas, on the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows: Beginning at the point of intersection of the property line between the land of the contractors and C. M. Van Dyke with the Southwesterly right of way line of the Mesa Drain, said Mesa Drain being the property of the United States, and from which point El Paso County Road Monument No. 33 in the center line of State Highway No. 1, bears North sixty-six degrees (66°) twenty minutes (20') East ninety-eight and four tenths (98.4) feet and South thirty-nine degrees (39°) forty-three minutes (43') East fifty-seven and five tenths (57.5) feet; thence South thirty-nine degrees (39°) forty-one minutes (41') East along the southwesterly right of way line of the Mesa Drain two hundred sixty-nine and eight tenths (269.8) feet to a point from which El Paso County Road Monument No. 33 in the center line of State Highway No. 1 bears North fifty degrees (50°) fourteen minutes (14') East ninety-four and six tenths (94.6) feet and North thirty-nine degrees (39°) forty-three minutes (43') West one hundred eighty-five and one tenth (185.1) feet; thence South fifty degrees (50°) fourteen minutes (14') West along the Southeasterly line the land of the contractors three hundred ten and two tenths (310.2) feet; thence North sixty-eight degrees (68°) forty-five minutes (45') West four hundred eighty-nine and no tenths (489.0) feet to a point on the line between the land contractors and C. M. Van Dyke; thence North sixty-six degrees (66°) twenty minutes (20') East along said line one hundred ninety-eight and three tenths (198.3) feet; thence South sixty-eight degrees (68°) forty-five minutes (45') East three hundred fifty-seven and five tenths (357.5) feet; thence North fifty degrees (50°) fourteen minutes (14') East one hundred forty-three and three tenths (143.3) feet; thence North thirty-nine degrees (39°) forty-one minutes (41') West two hundred twenty-one and three tenths (221.3) feet to a point on the line between the land of the contractors and C. M. Van Dyke; thence North sixty-six degrees (66°) twenty minutes (20') East along the said line forty-one and six tenths (41.6) feet to the point of beginning of said tract of land containing one and nine tenths (1.9) acres more or less, all as shown on Bureau of Reclamation plat attached to contract between the grantors and grantees herein, dated September 27, 1930.

The above mentioned contract between the grantors and grantees herein, dated September 27, 1930, is recorded in Volume 531 of the records of El Paso County, Texas at page 498.

Witnesses at Request of Grantor

Lonnie Whitaker
Mrs. Irene Whitaker
Paul Tucker
Willie Tucker

Correct up to Engr. Date. E. M. M.

THE STATE OF TEXAS

SINGLE ACKNOWLEDGMENT.

County of El Paso
COUNTY OF CHEROKEE

Before me

BEFORE ME, John C. Box, a Notary Public, in and for Cherokee County, Texas, on this day personally appeared Irene Whitaker, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, whose name

Given under my hand and seal of office this 21st day of January, A.D. 1933, under my hand and seal of office this day of A. D. 19

(SEAL)

John C. Box
Notary Public in and for Cherokee
County, Texas.

THE STATE OF TEXAS)

SEPARATE ACKNOWLEDGMENT.

COUNTY OF TAYLOR)

Before me

BEFORE ME, Penn Gilbreth, a Notary Public, in and for Taylor County, Texas, on this day personally appeared Dan W. Whitaker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

Given under my hand and seal of office, this 18th day of February, A.D., 1933, acknowledged such instrument

(SEAL)

Penn Gilbreth
Notary Public in and for Taylor
County, Texas.

THE STATE OF TEXAS)

COUNTY OF CHEROKEE)

CLERK'S CERTIFICATE.

BEFORE ME, John C. Box, a Notary Public, in and for Cherokee County, Texas, on this day personally appeared Paul Tucker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that the above instrument of writing, dated on the 18

Given under my hand and seal of office this 23rd day of January, A.D., 1933, with its certificate of authentication, was filed for record in my

(SEAL)

John C. Box
Notary Public in and for Cherokee
County, Texas.

THE STATE OF TEXAS)

COUNTY OF CHEROKEE)

BEFORE ME, John C. Box, Jr., a Notary Public in and for Cherokee County, Texas, on this day personally appeared Willie Tucker, wife of Paul Tucker, known to me to be the person whose name is subscribed to the foregoing instrument, and having ~~therein~~ been examined by me privily and apart from her husband, and having the same by me fully explained to her, she the said Willie Tucker, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 23rd day of February, A.D., 1933.

(SEAL)

John C. Box, Jr.
Notary Public in and for Cherokee
County, Texas.

LONN
IRENE
DAN
PAUL
WILLIE

UNIT

W

Filed for Reco

day of

at 11 o'clock

Clerk, County

By

2/18/33

Filed for record
BK 571 Page 39

THE STATE OF TEXAS)
COUNTY OF EL PASO)

WHEREAS, by an order of the County Court of Cherokee County, Texas, sitting in matters of probate, made at the November Term, 1932, of said court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of Raymond Leon Tucker, a minor, guardianship of which was then pending in said court upon an application for an order to sell land belonging to said estate made to said court on the 8th day of November, 1932, I, Paul Tucker guardian of the estate of said minor, did, on the 6th day of December, 1932, sell at private sale at Jacksonville, in the County of Cherokee and State of Texas, the said tract of land to the United States of America for the sum of One Hundred Forty-Eight and 75/100 (\$148.75), Dollars, cash in accordance with said order of Court made on the 21st day of November, 1932, as aforesaid, and

WHEREAS, the report of said sale having been made to said Court was on the 12th day of December, 1932, of the November Term of said Court in all respects approved and confirmed by the decree of said court as follows:

" #2079 ESTATE OF RAYMOND LEON TUCKER, MINOR

ORDER OF COURT APPROVING SALE.

GUARDIANSHIP OF RAYMOND LEON TUCKER | No. 2079. IN THE

| COUNTY COURT OF

| CHEROKEE COUNTY, TEXAS

This the 12 day of Dec. 1932, came on to be heard in the above case the report of Paul Tucker, guardian of the Estate of Raymond Leon Tucker, a minor, of sale to the United States of America, of an undivided one-fourth (1/4) interest in one and nine-tenths (1.9) acres, more or less, San Elizario original survey, known as the San Elizario Grant in El Paso County, Texas, and more fully described in the original application for said sale, in the Court's order authorizing the sale and in your

guardian's report filed herein reporting sale, which sale was made in obedience to the order of this Court, made and entered on the 21st day of November, 1932; and the Court having inquired into the manner in which said sale was made, having heard evidence in support of such report, and being satisfied that such sale was fairly made and in conformity with law that the guardian has filed bond as required by law and by the order of this Court which bond has been duly approved by the Court, and that fully five days have elapsed after the date upon which said report was filed;

It is therefore ordered, adjudged and decreed that such sale be and it is hereby confirmed; that such report of sale be recorded by the Clerk, and that a proper conveyance of the property sold be made by the guardian to the United States of America upon compliance by said purchaser with the terms of said sale. "

Which is of record in Volume X, Page 39 of the probate minutes of Cherokee County, Texas.

NOW, THEREFORE, in consideration of the premises and of One Hundred Forty Eight and 75/100, (\$148.75), Dollars, to me in hand paid by the United States of America, receipt of which is hereby acknowledged and confessed, have Granted, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said United States of America an undivided one-fourth (1/4) interest, being all the minor's interest in the hereinafter described property, said tract or parcel of land being situated in the County of El Paso and State of Texas, and more particularly described as follows, to-wit:

A tract of land lying and situate in El Paso County, Texas, and in the Northwest quarter Northwest quarter (NW¹/₄) Section Four (4) Township thirty-four South Range eight East (T34S¹/₄R8E) Bureau of Reclamation Survey, being also within Tract Sixteen (16) Block One (1), as shown on plat of official re-survey of the Mainland San Elizario Grant as accepted by the Commissioner's Court of El Paso County, Texas, on the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at the point of intersection of the property line between the land of the contractors and C. M. Van Dyke with the Southwesterly right of way line of the Mesa Drain being the property of the United States, and for which point El Paso County Road Monument #33 in the

center line of State Highway #1, bears North sixty-six degrees twenty minutes East (N66°20'E) ninety-eight and four tenths (98.4) feet and South thirty-nine degrees forty-three minutes East (S39°43'E) fifty-seven and five tenths (57.5) feet; thence South thirty-nine degrees forty-one minutes East (S39°41'E) along the Southwesterly right of way line of the Mesa Drain two hundred sixty-nine and eight tenths (269.8) feet to a point from which El Paso County Road Monument #33 in the center line of State Highway #1 bears North fifty degrees fourteen minutes East (N50°14'E) ninety-four and six tenths (94.6) feet and North thirty-nine degrees forty-three minutes West (N39°43'W) one hundred eighty-five and one tenth (185.1) feet; thence South fifty degrees fourteen minutes West (S50°14'W) along the Southeasterly line the land of the contractors three hundred ten and two tenths (310.2) feet; thence North sixty-eight degrees forty-five minutes West (N68°45'W) four hundred eighty-nine and no tenths (489.0) feet to a point on the line between the land of contractors and C. M. Van Dyke; thence North sixty-six degrees twenty minutes East (N66°20'E) along said line one hundred ninety-eight and three tenths (198.3) feet; thence South sixty-eight degrees forty-five minutes East (S68°45'E) three hundred fifty-seven and five tenths (357.5) feet thence North fifty degrees fourteen minutes East (N50°14'E) one hundred forty-three and three tenths (143.3) feet; thence North thirty-nine degrees forty-one minutes West (N39°41'W) two hundred twenty-one and three tenths (221.3) feet to a point on the line between the land of the contractors and C. M. Van Dyke; thence North sixty-six degrees twenty minutes East (N66°20'E) along the said line forty-one and six tenths (41.6) feet to the point of beginning of said tract of land containing one and nine tenths (1.9) acres more or less, all as shown on Bureau of Reclamation plat attached to contract between Paul Tucker et al and grantee herein, dated September 27, 1930, recorded in Bk.531,pg. 498, Deed Records, El Paso County, Texas.

TO HAVE AND TO HOLD, the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said the United States of America, and its assigns.

WITNESS my hand this 23rd day of February, A.D. 1933.

Paul Tucker
Guardian of the estate of
Raymond Leon Tucker, a minor.

Jacksonville
 June - 15 - 8
 Dear Mr. Chisley:-
 Received your letter
 and map. Several
 days ago. Mr. White
 has been real in
 and I sent them
 to you (has sent)
 He will write you
 in regard to our
 young tree
 and I hope

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Night Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 104 South Florence Street

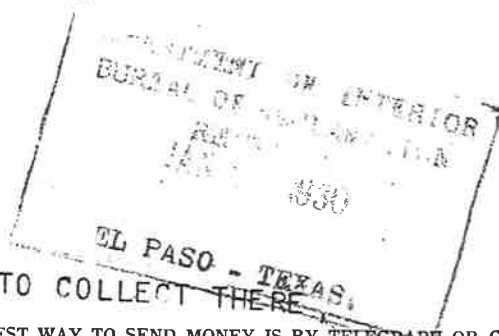
PS30 19= ABILENE TEX 3 1141A

1931 JAN 3 AM 10:56

L R FRIOCK=

DEPARTMENT OF INTERIOR BUREAU RECLAMATION=

MUST HAVE PAYMENT ON EASEMENT GRANTED ON WHITAKER TUCKER
PROPERTY STOP ADVISE BY WIRE WHEN CHECK WILL BE MAILED=
DAN W WHITAKER WEST TEXAS UTILITIES COMPANY.



OK WE SERVICED ABILENE TO COLLECT THERE

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

FEES \$

EL PASO, TEXAS

3/14

1933

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

No. 65757 Paul Tucker Eder - USA - Ednos 2⁰⁰

65758 Dan Whitaker et al - USA - WD 1⁷⁵

W. D. GREET, COUNTY CLERK

RETURN THIS RECEIPT

BY

DEPUTY

11¹⁰ am

Geo H Booth

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,)
COUNTY OF CHEROKEE.) BEFORE ME, C. W. Gibson

a Notary Public in and for El Paso County, Texas, on this day personally appeared Mrs. Willie Tucker, wife of Paul Tucker, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs. Willie Tucker acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of November, A.D. 1930.

C. W. Gibson, Notary Public,
Cherokee County, Texas.

[SEAL]

My commission expires

6/1-31

G. W. Gibson, Notary Public
Notary Public

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas

Co. CERTIFICATE OF RECORD

THE STATE OF TEXAS)
COUNTY OF EL PASO)

I hereby certify that this instrument was filed for record at my office at _____ o'clock _____ M.

and is duly recorded in Vol. _____ of

Page No. _____

By
I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 12th day of November, A.D. 1930 at 11:01 o'clock A.M., and duly recorded on the 24th day of November, A.D. 1930 at 4:10 P.M. in the deed records of said County, in Volume 531 on page 498.

I do solemnly swear or affirm that the foregoing is an exact copy of a contract as the same appears in the records of the County Court of said County, at office in El Paso, Texas, the day and year last above written, and I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Mrs. Irene (nee) Tucker, or to any other person or persons; and that the papers accompanying the said contract, as required by the statute in such case made and provided.

W. D. Greet,
County Clerk,
By: Iva Cochran, Deputy.

Subscribed and sworn to before me at El Paso, Texas

this 22nd day of October, A. D. 19230

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires

6/1-31

GOVERNMENT PRINTING OFFICE

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

Witnesses:

THE UNITED STATES OF AMERICA,

By L. R. Flock

Superintendent, Bureau of Reclamation.

P. O. Address _____

P. O. Address _____

P. O. Address _____

P. O. Address _____

Approved: _____

(Date) _____, 192

Mrs. Irene (Ed) Whitaker
Jacksonville, Texas

Vendor.

Paul Tucker
Jacksonville, Texas

Vendor.

Mrs. Willie Tucker

Vendor.

P. O. Address c/o D.W. Whitaker,
West Texas Utilities Co.
Abilene, Texas.

and North thirty-nine degrees forty-three minutes West (N39°43'W) one hundred eighty-five and one tenth (185.1) feet; thence South fifty degrees fourteen minutes West (S50°14'W) along the Southeasterly line the land of the contractors three hundred ten and two tenths (310.2) feet; thence North sixty-eight degrees forty-five minutes West (N68°45'W) four hundred eighty-nine and no tenths (489.0) feet to a point on the line between the land contractors and C. M. Van Dyke; thence North sixty-six degrees twenty minutes East (N66°20'E) along said line one hundred ninety-eight and three tenths (198.3) feet; thence South sixty-eight degrees forty-five minutes East (S68°45'E) three hundred fifty-seven and five tenths (357.5) feet thence North fifty degrees fourteen minutes East (N50°14'E) one hundred forty-three and three tenths (143.3) feet; thence North thirty-nine degrees forty-one minutes West (N39°41'W) two hundred twenty-one and three tenths (221.3) feet to a point on the line between the land of the contractors and C. M. Van Dyke; thence North sixty-six degrees twenty minutes East (N66°20'E) along the said line forty-one and six tenths (41.6) feet to the point of beginning of said tract of land containing one and nine tenths (1.9) acres more or less, all as shown on Bureau of Reclamation survey plat attached hereto and made a part hereof.

6. The United States shall execute said property on the day of execution and delivery of the deed provided in Article 2 and according to the provisions thereof, and their further approval by the proper Government officials and agents to be paid to the Vendor at full purchase price and full payment for all damages for water upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Five hundred ninety-five no/100---

dollars

(\$ 595.00), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until October 1st, 1930 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until October 1st, 1930 ; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of twelve months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,)
COUNTY OF CHEROKEE.) BEFORE ME, G. W. Gibson

a Notary Public in and for El Paso County, Texas, on this day personally appeared Mrs. Willie Tucker, wife of Paul Tucker, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Mrs. Willie Tucker acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 5th day of November, A.D. 1930.

G. W. Gibson, Notary Public,
Cherokee County, Texas.

[SEAL]

My commission expires

6/1-31

G. W. Gibson, Notary Public
Notary Public

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas

CERTIFICATE OF RECORD

THE STATE OF TEXAS)
COUNTY OF EL PASO)

I hereby certify that this instrument was filed in my office at o'clock A.M. and is duly recorded in Volume of Page No.

I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 12th day of November, A.D. 1930 at 11:01 o'clock A.M., and duly recorded on the 24th day of November, A.D. 1930 at 4:10 P.M. in the deed records of said County, in Volume 531 on page 498.

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me personally, at office in El Paso, Texas, the day and year last above written, and that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Mrs. Irene (Ed) Tucker, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

W. D. Greet,
County Clerk.

By: Iva Cochran, Deputy.

J. R. Fleck

Sub-Registrar Bureau of Registration

Subscribed and sworn to before me at El Paso, Texas

this 22nd day of October, A. D. 1930

Geo. W. Roadley

[OFFICIAL SEAL]

My commission expires

6/1-31

GOVERNMENT PRINTING OFFICE

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **10/27-30**, 192 , with

Mrs. Irene (Ed) Whitaker, widow and Paul Tucker

1. State purpose for which the land is required.

Fabens Intercepting Drain and Mesa Drain

2. State description and *approximate area* of land to be conveyed.

1.9 acres fully described in contract

3. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such has been issued.

No public land in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

Mrs. Irene Whitaker, widow, Jacksonville, Texas
Paul Tucker and Willie Tucker, his wife

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owners in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

No

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; *also the amounts and values of the several classes of land.*

Uncultivated

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All capable of irrigation, water rights in Franklin Canal

9. State the selling price of similar land in the vicinity.

Adjoining tract is subdivided into town lots 25' x 129' and have sold for \$75.00 and \$100 per lot

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The construction of the Intercepting Drain with its levee will box in contractor's improvements and leaves 4.3 acres on riverside of levee and subject to overflow from flood waters in the Rio Grande.

Dated 192

(Signature) **Geo. V. Roadley**

(Title) **Right of Way Agent**

In Charge of Negotiations.

Approved:

L. R. Flock

Superintendent

GOVERNMENT PRINTING OFFICE

ABSTRACT OF AGREEMENT
ADVERTISING—AWARD—FORM

No. 1165-461
(Contract)

Date 12 9/27, 19 30

Department of the Interior
(Department or establishment)

Bureau of Reclamation
(Bureau or office)

El Paso, Texas
(Location)

ABSTRACT OF AGREEMENT

(Name of contractor) _____ Total amount, \$ _____

By _____ Subject _____

Title _____ Contract period _____

Address _____ Appropriation _____

Contracting officer _____ Discount _____

Items _____

Quantity _____

Unit price(s) _____

Deliveries _____

Conditions _____

Payments _____

Deductions _____

Special requirements:

 Damages, actual _____

 Damages, liquidated _____

 Other _____

Remarks _____

METHOD OF OR ABSENCE OF ADVERTISING
(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to _____ dealers and *by notices posted in public places.*
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with _____
5. Without advertising, it being impracticable to secure competition because of * _____

* See NOTE 1 on reverse hereof.

(State whether to lowest bidder, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given hereon or on the abstract of bids or the bids filed herewith)

FORM OF AGREEMENT

- A. Under formal contract.
- B. Under written proposal and acceptance.
- C. Under less formal agreement

(State character)

CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. _____ of the method of advertising and in the form lettered _____ as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

(Signature of officer)

(Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:

- (a) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.
- (b) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.
- (c) There is only one dealer within a practicable distance from whom the articles can be obtained.
- (d) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.
- (e) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NOTE 2.—This abstract will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

10-1751

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L.R. Flock
Superintendent

El Paso, Texas, January 3, 1931.

Mr. Dan W. Whitaker,
c/o West Texas Utilities Company,
Abilene, Texas.

Dear Sir:

Further reference is made to land purchase contract dated September 27, 1930, between the United States and Mrs. Irene Whitaker and Mr. Paul Tucker and wife.

We are now advised by a preliminary opinion of the Pioneer Abstract and Guarantee Title Company of El Paso, which company handles certificates of guarantee of title as to land purchased for use of the Bureau of Reclamation, as follows:

"The property was conveyed to Ed. Whitaker, but the contract with the government is made with Mrs. Irene Whitaker, a widow, and Paul Tucker. We find no proceedings in the probate court of El Paso County, Texas, and desire to be advised concerning the estate of Ed. Whitaker, dec'd. If the will has been probated or if an Administrator has qualified we desire a certified copy of the proceedings."

Will you kindly supply to the Pioneer Abstract & Guarantee Title Company of El Paso the information elicited by the above comments, making reference to the contract between the United States and Mrs. Whitaker, et al., dated September 27, 1930.

Very truly yours,

H. J. S. Devries,
District Counsel.

cc - Supt., El Paso

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board designated to fix value of 1.9 acres of land to be purchased by the United States from Mrs. Irene (Ed) Whitaker, widow, and Paul Tucker, for right of way for the Fabens Intercepting Drain of the Rio Grande Federal Irrigation Project, described in agreement to sell dated September 27, 1930, find that the fair and reasonable value of said land is the sum of five hundred ninety five and no/100 (\$595.00) dollars.

The 1.9 acres described in contract is out of a tract of 7.54 acres improved and unimproved and assessed as a whole for the year 1930 for \$600.00, on a basis of 36% of the actual value of the tracts as a whole.

C.W. Bickley

Representative El Paso County Water
Improvement District #1

Geo. W. Roadley

Representative Bureau of Reclamation

October 21, 1930.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated September 27th, 1930, between The United States of America and Mrs. Irene (Ed) Whitaker, widow, and Paul

Tucker, is required for purposes authorized by the Act of June 17, 1903, (32 Stat., 385), namely, as right of way for the Fabens Intercepting and Mesa Drains, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$595.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 22nd, day of October, 1930.

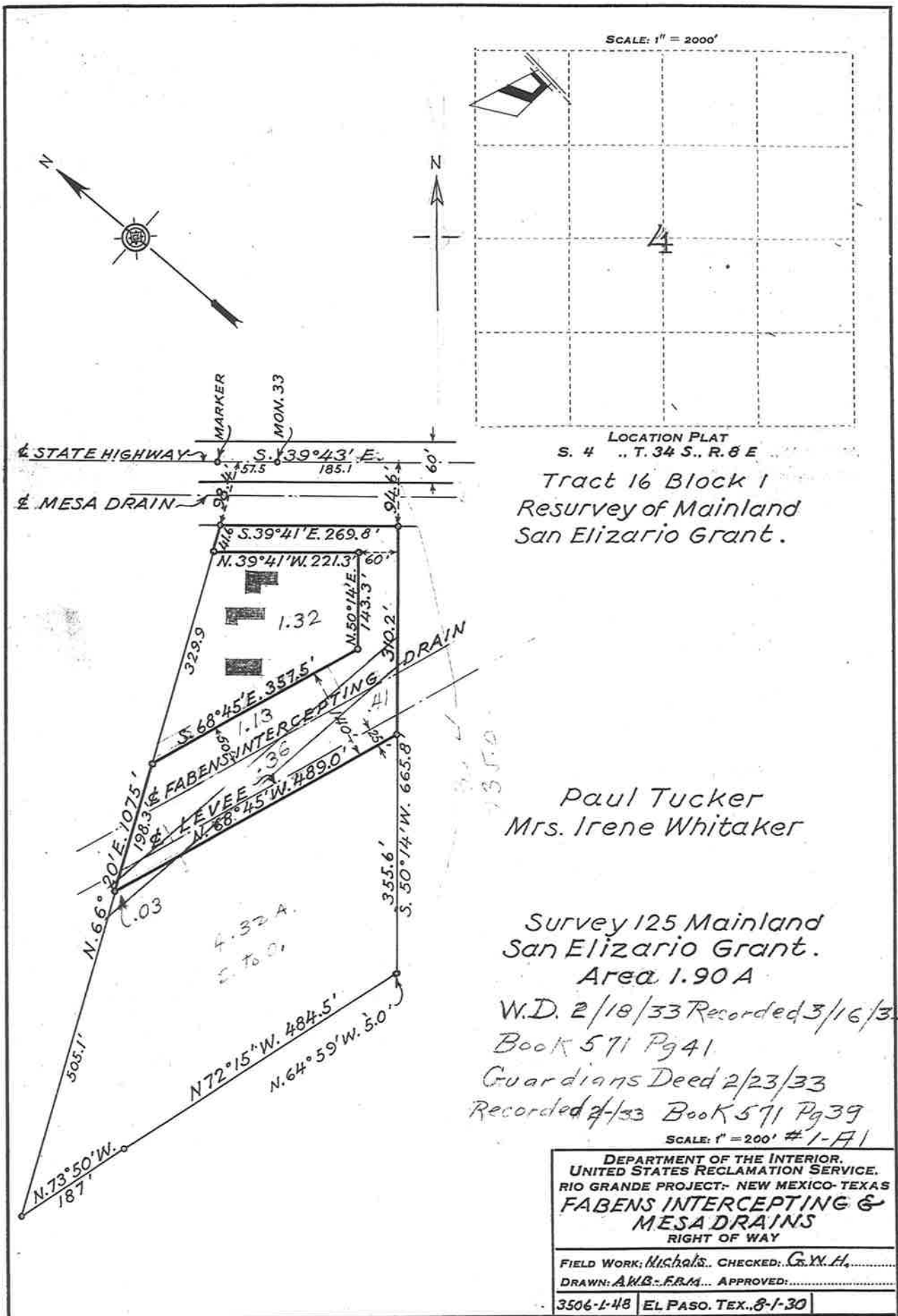
L.R. Flock
Superintendent

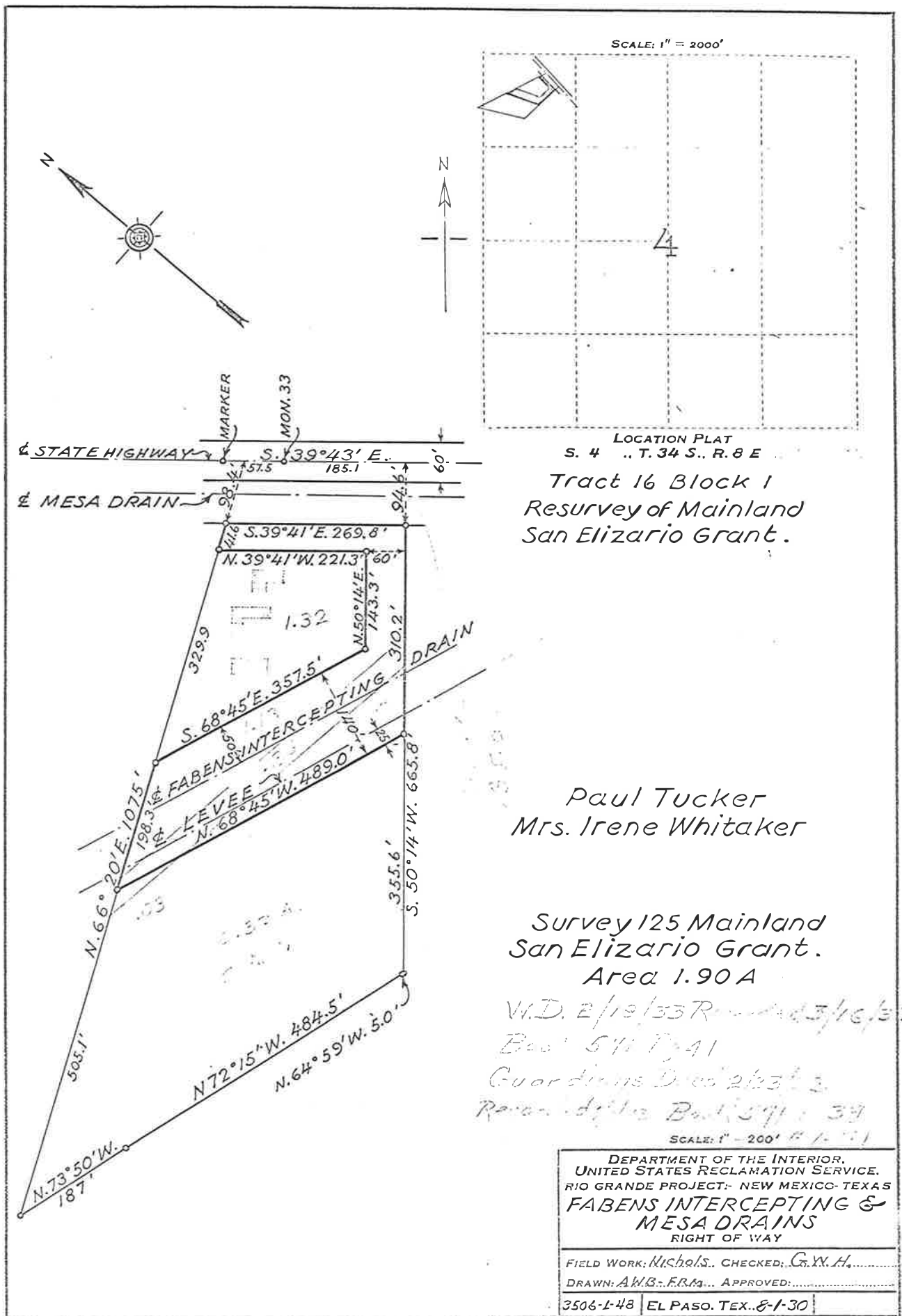
CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated September 27, 1930, between The United States of America and Mrs. Irene (Ed) Whitaker, widow, and Paul Tucker, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 22nd day of October, 1930.

Geo. W. Hoadley
Right of Way Agent.





DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

EXCEPTIONS Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Sept. 27, 1930
symbol and number 116r-461; made by Mrs. Irene (Ed) Whitaker and Paul Tucker
amount involved, \$ 595.00; authority No. _____ or clearing account _____
purpose Purchase of land
Reference: _____

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas and _____

Place El Paso, Texas Date Oct. 22, 1930
1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval.

L. R. Flock, Project Superintendent.

Inclosures:
Original and 3 copies of this form.
Original and 4 copies of contract.

Place El Paso, Texas Date Nov. 7, 1930
2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande Project office.
Rec'd and returned for further execution of contract 10/27/30.

U. J. S. Devries, District Counsel.

Inclosures:
Original and 2 copies of this form.
Original and 4 copies of contract.

Denver, Colorado, Date _____
3. On this date the above-described contract was executed, and bond, if any, approved by this office.

_____, Chief Engineer.

Denver, Colorado, Date _____
4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

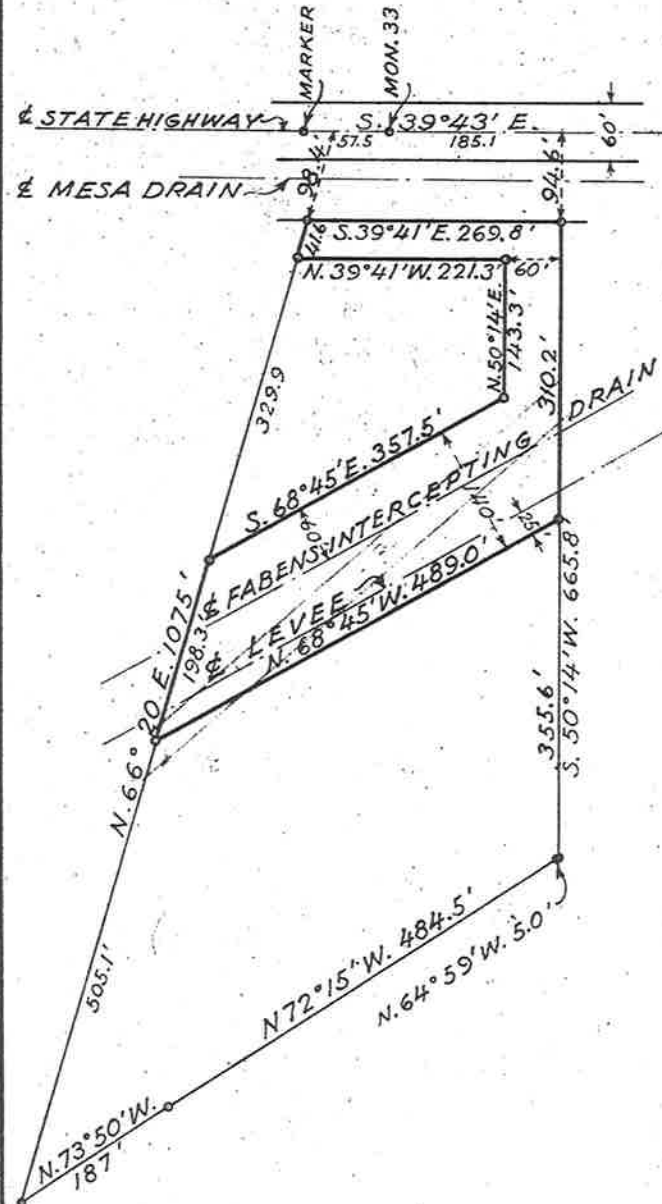
_____, Chief Engineer.

Inclosures:
Original and _____ copies of this form.
Original and _____ copies of contract.

Washington, D. C., Date _____
5. On this date the above-described contract was executed, and bond, if any, approved by _____
_____, Commissioner.

SCALE: 1" = 2000'

4



LOCATION PLAT
S. 4 T. 34 S., R. 8 E
Tract 16 Block 1
Resurvey of Mainland
San Elizario Grant.

Survey 125 Mainland
San Elizario Grant.
Area 1.90 A

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR,
UNITED STATES RECLAMATION SERVICE,
RIO GRANDE PROJECT- NEW MEXICO-TEXAS
**FABENS INTERCEPTING &
MESA DRAINS**
RIGHT OF WAY

FIELD WORK: Nichols. CHECKED: C. W. H.

DRAWN: A. W. B. - F. R. M. APPROVED:

3506-L-48 EL PASO, TEX. 8-1-30

619 First National Bank Bldg.,
El Paso, Texas,

March 25, 1933.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title of land described in contract dated September 27, 1930, between the United States and Mrs. Irene (Ed) Whitaker, widow of Ed Whitaker, deceased, and Paul Tucker and Willie Tucker; Area, 1.9 acres; Consideration \$595.00; for Fabens Intercepting Drain and Mesa Drain - Rio Grande project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States free and clear of liens and encumbrances, as disclosed by instruments hereinafter discussed. A more detailed title investigation after execution of the contract disclosed that in addition to the interest owned by the contractors, Dan W. Tucker owned an interest therein and Raymond Leon Tucker, a minor, also owned an undivided interest in the contracted property. The guardian of this minor's estate is Paul Tucker. It was therefore necessary for the said Dan W. Tucker to join in the conveyance, being warranty deed from Irene Tucker, a feme sole, Dan W. Tucker and Paul Tucker, joined pro forma by his wife, Willie Tucker, which deed has been duly recorded and is transmitted herewith. It was also necessary for Paul Tucker, guardian of the estate of the said Raymond Leon Tucker, a minor, to execute a guardian's deed conveying the minor's undivided one-fourth interest in the said property, which deed duly recorded is also transmitted herewith. Certificate of guarantee of title of the New York Title & Mortgage Company of Texas No. F1378-8020, covering the property described in the contract and above mentioned deeds, is transmitted herewith insuring a good and indefeasible title to said land to be in the United States of America.

2. All taxes assessed up to and including the year 1932 are certified in said guarantee to have been paid and, while

taxes in Texas become a lien as of the first of the taxable year, the taxing officials of Texas have not made levies or assessments for the year 1933 and consequently taxes for the current year may be disregarded.

3. The consideration named in the contract, namely \$595.00 may now be paid to the Government's grantors as follows: There should be a payment of \$148.75 made to Paul Tucker, guardian of the estate of Raymond Leon Tucker, a minor, and the remainder of said consideration, being the sum of \$446.25, should be paid to the other grantors, Irene Whitaker, Dan W. Whitaker, Paul Tucker, Willie Tucker, and Lonnie Whitaker. The two checks covering such payment may be sent to the payees in care of the Pioneer Abstract & Guarantee Title Co., 208 N. Stanton St., El Paso, Texas.

- - - -

H. J. S. Devries.

cc - Commissioner, Washington
Chief Engineer, Denver

JOHN C. BOX

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

December 14, 1932.

*Mr. Hoadley -
note letter to Mr. Gillet, app attached
confer with him at once, supply deed
JOHN C. BOX, Jr. + Plat and see that all
are in due form*

*H. J. D. says to hold Co. has
reply until abstract received papers from Box & Box
12/17/32*

Mr. L. R. Flock, Superintendent
Reclamation,
El Paso, Texas.

Dear Mr. Superintendent:

Herewith please find copy of letter which we
are today writing to Mr. Gillet of the Pioneer Abstract &
Guarantee Title Company, to which we invite your at-
tention.

If our procedure as therein suggested should be
modified, or if we should have any additional instructions
to correct any departure from the proper procedure,
please write us at once, to the end that an early settle-
ment of this business in a manner satisfactory to your
Bureau and consistent with the rights of our parties may
be facilitated.

Very truly yours,

Box & Box

JCB/H
Encl. 1

*3/402
131*

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

December 14, 1932.

Mr. H. H. Gillot, Manager
Pioneer Abstract & Guarantee Title Co.,
208 N. Stanton St.,
El Paso, Texas.

Dear Sir:

We thank you for your favor of the 10th instant enclosing us description of the property involved in the purchase from Mrs. Irene Whitaker, Mr. Paul Tucker and his minor son and ward. Either you or Mr. Flock had furnished us a copy of this description some weeks ago, which we find was exactly like the one you now furnish.

Mr. Paul Tucker has been appointed and duly qualified as guardian of the minor Raymond Leon Tucker, after which he applied for order of sale of the interest of this minor, complying with the details of your instructions and the law. The court has now confirmed the sale and ordered the guardian to execute deed.

We will forward a certified copy of this entire proceeding to the office of the County Clerk of El Paso County, or to you for filing in that office as you direct. We would prefer to have you look over it before having it recorded. Please instruct us.

Within a day or two we will be ready to forward guardian's deed. If the Government has a particular form of deed which it wishes used and which is in harmony with the contract, price, other details, the law, the orders of the court in the guardianship proceedings, etc., you may forward us such blank form. But we could not ask that you prepare the deed. We can prepare a deed here which will be in compliance with the contract between the parties and with other necessary requirements and submit it. We mention this suggestion purely because of the possibility that you might prefer to furnish blank form.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

Mr. N. H. Gillot #3.

When we are in position to make an approved title by the guardian, conveying the ward's undivided one-fourth interest, our clients, Mrs. Irene Whitaker and Mr. Paul Tucker in his own right, will expect to collect the other three-fourths of the purchase price of this land, which we understand really includes some damages to adjacent lands. Have you a blank form of deed which you would prefer to have them execute, or shall we prepare it and forward it for your inspection and approval?

It is our purpose to forward with this certified copy of the Probate proceedings here affidavits showing Mrs. Irene Whitaker's right and that of her son to convey their interest in this land, and others showing the right of Mr. Paul Tucker and of his minor child, by guardian, to convey their interest therein.

With the understanding that these documents are sent for examination and not for delivery until payment is made, to whom shall we send them, and shall we then expect immediate payment of the entire price, amounting to \$595.00, as provided in the contract between the parties and the Bureau of Reclamation, acting by Mr. L. R. Flock?

Please instruct us.

Very truly yours,

JCB/H



El Paso, Texas.

September 30, 1932.

Messrs. Bor and Bor,
Attorneys at Law,
Jacksonville, Texas.

Gentlemen:

Receipt is acknowledged of your letter of September 28, 1932, with reference to land purchase contract between the United States and Mrs. Irene Whitaker, et al., dated September 27, 1930 (erroneously referred to in my letter of September 26, 1932, as being contract of October 22, 1930).

You are correct in your statement that the entire transaction is treated together, the large consideration named in the contract for the 1.9 acres of land reflecting a much higher price per acre in order to care for the portion of the area asserted by the contractors to be incidentally affected by the proposed works. In other words, stated simply, the transaction may be consummated by a proper warranty deed conveying the 1.9 acres of land to the United States in a manner satisfactory to the Pioneer Abstract & Guarantee Title Company after accomplishment of the various matters in connection with the title pointed out by the abstract company's letter, whereupon after issuance of the abstract company's certificate of guarantee of title, the entire consideration of \$595.00 may be paid to the Government's grantors.

To further aid you in accomplishing the necessary steps in connection with the title and conveyance we enclose herewith for your use a copy of the land purchase contract.

Very truly yours,

L. R. Flock,
Superintendent.

Encl.

CC - District Counsel

JOHN C. BOX

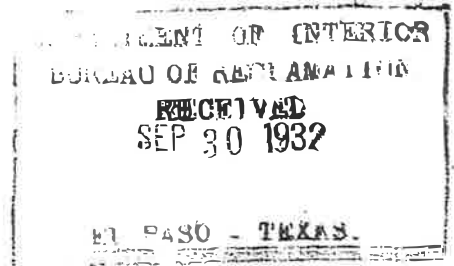
JOHN C. BOX, Jr.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

September 28, 1932.



Mr. L. R. Flock, Supt.,
U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:

We thank you for your favor of the 26th instant relative to the land purchased under contract of October 22nd between the United States and Mrs. Irene (Ed) Whitaker, widow of Ed Whitaker, deceased, and Paul Tucker and his minor son, Raynold Leon Tucker.

We have heretofore treated these items as separate; in part because we understood your letter of September 22, 1930, to Mr. Dan W. Whitaker as treating them separately, in part because in a letter to us dated August 31, 1932, the Abstract & Guarantee Title Company of El Paso seemed to treat them separate in the following language; "The Reclamation Service has asked us to issue a title policy to 1.9 acres of land, now occupied by said Reclamation Service for drain. The balance of this land containing 4.3 acres is not under consideration so far as we are concerned. We suggest that this matter be taken up with the U. S. Reclamation Service, whose office is located in this city", and in part because we seem never to have had before us a copy of the proposed contract of October 22, 1930, relating to the purchase of this land.

As we understand your letter of the 26th instant, the damages claimed to the 4.3 acres of land is absorbed by and included in the purchase price of the 1.9 acres actually taken. We hope we are not in error in this, because we shall have to get authority from the probate court in the guardianship proceedings to make this sale and settlement, and do not wish to run into difficulty after we get into the midst of the procedure which the law requires and which the Abstract & Guarantee Title Company outlines in its letter of August 31st.

We are forwarding to that company a copy of this letter and are assuming that your letter of September 26th to us

JOHN C. BOX

JOHN C. BOX, Jr.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

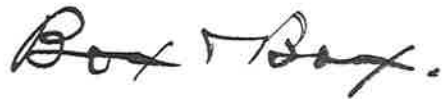
will be available to them. It is our purpose to soon initiate the proceeding outlined by the Abstract Guarantee & Title Company in the letter mentioned, and treat the business as you state in your letter of September 26th it should be treated.

In its letter to us of August 31, 1932, the Abstract & Guarantee Title Company say:

"We have asked the Reclamation Service to give us a correct description of the property to be conveyed and we will send this description to you as soon as we receive it from the Government."

We have not yet received the correct description of the property to be conveyed and are hoping that we may get it soon. We wonder if you have forwarded it to the Abstract & Guarantee Title Company in compliance with the request they said they were making.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Box & Box".

JCB/H

El Paso, Texas.

September 26, 1932.

Messrs. Box and Box,
Attorneys at Law,
Jacksonville, Texas.

Gentlemen:

I have your letter of September 10, 1932, relating to the land purchase contract of October 22, 1930, between the United States and Mrs. Irene (Ed) Whitaker, widow of Ed Whitaker, deceased, and Paul Tucker and Willie Tucker.

It would appear that some confusion has arisen in your minds concerning what is referred to as purchase of land on the one hand and damages to land on the other. As a matter of fact, the total consideration for all land taken or affected by works of the Bureau of Reclamation is stated in the contract. This contract obligates the parties who executed it, or their successors in interest, to make a conveyance of a satisfactory fee simple title to the United States of 1.9 acres of land before any payment can be made.

It would appear from the file that this transaction was formulated in this way: The Bureau of Reclamation sought to acquire 1.9 acres of land for the Fabens Intercepting and Mesa Drains. Your clients were offered a total of \$342.00 for said 1.9 acres of land, which was believed to be the full, reasonable value of such land, that being at the rate of \$180.00 per acre. The landowners asserted that the construction of this work would have the effect of cutting off some additional area and asked payment on account of \$50.00 for such additional area. This office then agreed to increase the per acre cost of the 1.9 acres to be taken so that amount would in fact include the compensation for the effect of the works on the additional area which the landowners claimed and, as you know, the consideration finally stated in the contract was elevated from \$342.00 to \$595.00. However, the matter is not one which is separable into separate items for damages and separate items for land. Under the accounting laws and regulations and the contract it will not be possible for the Bureau of Reclamation to handle this matter or to make payment otherwise than under the contract as a single transaction and, of course, payment cannot be made until the contractors have complied with the contract provision obligating them to convey by good and sufficient general warranty deed, free of lien or encumbrance, the property described therein.

It will, therefore, be necessary for you to comply with whatever requirements the Pioneer Abstract & Guarantee Title Company may set forth as a prerequisite to its issuance of a certificate of guarantee of title which, together with the deed, will form the basis for payment by the United States to the Government's grantors of the consideration named in the contract. I am advised that on previous occasions the District Counsel of the Bureau has advised your clients by letter of the things which the Title Company needs for your clients to afford the basis for issuance of a title certificate and I trust that you will take the steps necessary to comply with such title matters so that this transaction may be brought to a close.

Very truly yours,

L. R. Flock,
Superintendent.

CC - District Counsel

Stella
Type letter for
my signature 9227

RECEIVED
SEP 26 1932
EL PASO - TEXAS

September 23, 1932.

MEMORANDUM for Superintendent, El Paso, Texas.
(District Counsel)

Subject: Land purchase contract of October 22, 1930, between the United States and Mrs. Irene (Ed) Whitaker, widow of Ed Whitaker, deceased, and Paul Tucker and Willie Tucker - Rio Grande Project.

1. Mr. Hoadley has discussed with me the letter dated September 10, 1932, from Box and Box, Attorneys of Jacksonville, Texas, representing the contractors.

2. I suggest that you reply to Messrs. Box and Box somewhat along the following lines:

"Gentlemen:

I have your letter of September 10, 1932, relating to the land purchase contract of October 22, 1930, between the United States and Mrs. Irene (Ed) Whitaker, widow of Ed Whitaker, deceased, and Paul Tucker and Willie Tucker.

It would appear that some confusion has arisen in your minds concerning what is referred to as purchase of land on the one hand and damages to land on the other. As a matter of fact, the total consideration for all land taken or affected by works of the Bureau of Reclamation is stated in the contract. This contract obligates the parties who executed it, or their successors in interest, to make a conveyance of a satisfactory fee simple title to the United States of 1.9 acre of land before any payment can be made.

It would appear from the file that this transaction was formulated in this way: The Bureau of Reclamation sought to acquire 1.9 acre of land for the Fabens Intercepting and Mesa Drains. Your clients were offered a total of \$342.00 for said 1.9 acre of land, which was believed to be the full, reasonable value of such land, that being at the rate of \$180.00 per acre. The landowners asserted that the construction of this work would have the effect of cutting off some additional area and asked payment on that account of \$50.00 for such additional area. This office then agreed to increase the per acre cost of the 1.9 acre to be taken so that that amount would in fact include the compensation for the

effect of the works on the additional area which the land-owners claimed and, as you know, the consideration finally stated in the contract was elevated from \$342.00 to \$595.00. However, the matter is not one which is separable into separate items for damages and separate items for land. Under the accounting laws and regulations and the contract it will not be possible for the Bureau of Reclamation to handle this matter or to make payment otherwise than under the contract as a single transaction and of course payment cannot be made until the contractors have complied with the contract provision obligating them to convey by good and sufficient general warranty deed, free of lien or encumbrance, the property described therein.

It will, therefore, be necessary for you to comply with whatever requirements the Pioneer Abstract & Guarantee Title Company may set forth as a prerequisite to its issuance of a certificate of guarantee of title which, together with the deed, will form the basis for payment by the United States to the Government's grantors of the consideration named in the contract. I am advised that on previous occasions the District Counsel of the Bureau has advised your clients by letter of the things which the Title Company needs from your clients to afford the basis for issuance of a title certificate and I trust that you will take the steps necessary to comply with such title matters so that this transaction may be brought to a close."

3. I am returning the entire file herewith.



JOHN C. BOX

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

September 10, 1932. EL PASO - TEXAS:

*Mr. Houdley
review claim - consult Mr. Devries
and give me memo. for reply - JCB*

JOHN C. BOX, JR.

DEPARTMENT OF INTERIOR

BUREAU OF RECLAMATION

RECEIVED

SEP 12 1932

EL PASO - TEXAS:

EL PASO - TEXAS:

Mr. L. R. Flock, Supt.,
U.S. Reclamation Service,
El Paso, Texas.

Dear Mr. Flock:

We thank you for your letter of September 8th in reply to our inquiry of August 19th, and note that you refer us to the Pioneer Abstract and Guarantee Title Company of El Paso in dealing with the settlement for the 1.9 acres of land now occupied by the Reclamation Service for drain, and shall act upon your instructions pertaining thereto.

We beg to call your attention to that part of our letter of August 19th dealing with damage to 4.3 acres of land between the intercepting drain and levee and river amounting to \$215.00. In a letter of August 31st to us, the Pioneer Abstract and Guarantee Title Company said:

"The balance of this land, containing 4.3 acres, is not under consideration so far as we are concerned. We suggest that this matter be taken up with the U. S. Reclamation Service whose office is located in this city."

We had already taken up the latter phase of the business with you in our letter of August 19th, and now beg to refer you to that letter and beg to inquire if there is any reason why the portion of this damage due to Mrs. Irene Whitaker cannot now be paid. If not, what requirements will have to be met to enable her to collect it?

Mr. Paul Tucker, who is the owner of half of the other half of the damaged property and therefore that part of the damage claimed, would seem to be entitled to collect the portion of the damages due him. If you do not agree with us about this, please advise how he may place himself in position to collect the amount to which he is entitled.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

2

The one-fourth of the total damages belonging to Raymond Leon Tucker would seem to be payable to the guardian of his estate. As you or your advisers will determine when the necessary requisites are met, will you be kind enough to advise us what they are?

We think we will be able to meet the requirements of the law so as to protect your office in paying the above mentioned parts of the damage claimed, but as your office has to pass on these, our disposition is to advise our clients to pursue the course outlined by you. We will thank you to write us about each part of the damage claim division of this business as outlined above.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Box & Box, Jr.", with a stylized flourish at the end.

JCB/H

293

El Paso, Texas

September 8, 1932

Box & Box, Attorneys at Law
Jacksonville, Texas

Gentlemen:

In reply to your letter of August 19, regarding amounts due to Mrs. Irene Whitaker and Paul Tucker, acting for himself and in behalf of his minor child, Raymond Leon Tucker, will advise that we have contract arrangements with the Pioneer Abstract and Guarantee Title Company of El Paso for guaranteeing title to land purchased for right of way and other purposes in lieu of requiring abstracts of title and as soon as title guarantee policies are delivered to us we are then in a position to make payment for the land to be acquired. As to the requirements of the Pioneer Abstract and Guarantee Title Company pre-requisite to furnishing a title guarantee for the land to be acquired from Mrs. Whitaker and Mr. Tucker, you are referred to letter of Pioneer Abstract and Guarantee Title Company dated August 31, 1932 and addressed to yourself in reply to your letter to them of August 19, copy of which has been furnished to us. When the requirements as therein set out have been complied with and we have been furnished with the title guarantee policy, we will be in line to make payment for the land taken.

As to the matter of interest being paid on the purchase price, will advise that it is not customary to add interest to the purchase price of the land and we have no means of doing so on account of the fact that we stand ready to make payments at any time good and sufficient title can be conveyed or that a title guarantee policy can be obtained.

Yours very truly,

L. R. Flock
Superintendent.

August 31, 1932

Messrs. Box and Box,
Jacksonville, Texas,

Gentlemen:

We are in receipt of your letter of August 19th, in regard to the transaction between Mrs. Irene Whitaker and Mr. Paul Tucker and the United States Government, for the purchase of some land near Fabens in this County.

The Reclamation Service has asked us to issue a title policy to 1.9 acres of land, now occupied by said Reclamation Service for drain. The balance of this land containing 4.3 acres is not under consideration as far as we are concerned. We suggest that this matter be taken up direct with the U.S. Reclamation Service, whose office is located in this City.

According to the public records it appears that title is vested in Ed. Whitaker and Paul Tucker, however, the contract for the purchase of this land was made with Mrs. Irene Whitaker, a widow, and Paul Tucker,

From a conversation with Mrs. Whitaker it appears that Mr. Ed Whitaker died intestate and no probate proceedings were had in this County. It will therefore be necessary to get an affidavit from someone who is acquainted with the condition of the estate of Ed. Whitaker to show that Ed Whitaker died on a certain date, he left no will, that there were no debts due by the estate and that no probate proceedings were necessary. We should know that Ed Whitaker died leaving as his only heirs his wife and one son, who is now of age. This affidavit should also set out that there were no other children born of said marriage and that Mr. Whitaker was only married once and that to his wife Mrs. Irene Whitaker.

As to the Tucker matter, it will be necessary to take out guardianship papers for Raymond Tucker

Messrs. Box and Box

-2-

Aug. 31, 1932

and have certified copies of the entire probate matter filed here as a muniment of title. These proceedings of course, will have to be certified to according to the Statutes by the Clerk and Judge of the Court. It might be well to prepare an affidavit at the same time showing that Mr. Tucker was only married once and that to the mother of Raymond Tucker and that the only child born of said marriage was Raymond Tucker. Of course the guardianship proceedings will have to show the application for sale, the order of sale report of sale and confirmation of sale of the guardian and the guardian's bond. Bond will have to be filed by the Guardian and also another bond in double the amount of money coming to the minor.

We have asked the Reclamation Service to give us a correct description of the property to be conveyed and we will send this description to you as soon as we receive it from the Government.

No examination has been made as to taxes due on this land, which of course will have to be paid before the policy of title insurance can be issued.

Please advise us if you require any further information in connection with this transaction.

Very truly yours

Manager

NHG/m

JOHN C. BOX

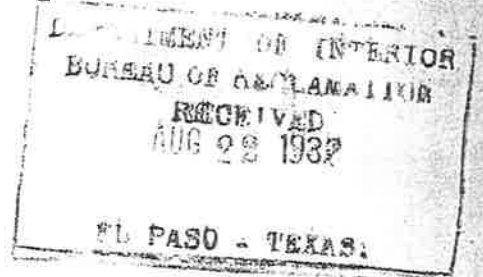
JOHN C. BOX, Jr.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

August 19, 1932.



Hon. L. R. Flock, Supt.,
U. S. Reclamation
El Paso, Texas.

Dear Mr. Flock:

Mrs. Irene Whitaker and Mr. Paul Tucker, acting for himself and in behalf of his minor child, Raymond Leon Tucker, have consulted with us relative to their claim for compensation for 1.9 acres of land taken for intercepting drain and levee and for damage to land between intercepting drain and levee and river, amounting to 4.3 acres, at Fabens, Texas. The first item has apparently been estimated by you at \$380.00 and the second at \$215.00. 7

These parties wish to collect the amount due them on these items and on any other account which may entitle them to make collection.

We find that the minor, Raymond Leon Tucker, is without any qualified guardian of his estate, and have advised Mr. Tucker that it will be necessary for him to qualify as guardian of the estate of the minor and, probably, to file a certified copy of the entire proceedings, including his letters of guardianship, for record in the office of the County Clerk of El Paso County. Upon his doing this, it would appear that Mr. Tucker would be entitled to collect his own portion of this claim and as guardian the portion belonging to the minor. We see no reason why Mrs. Whitaker, the owner of the other one-half interest in the claim, should not collect now. Nor is it quite clear that Mr. Tucker is not entitled to collect his one-half of the remaining half of the claim. We understand that the record will show the ownership as herein stated, and that the one-half interest in the land and this claim which stands in the name of Paul Tucker is community property belonging to the estate of himself and his deceased wife, which would make the minor the owner of one-half of the Paul Tucker one-half interest in the land and claim.

If this claim accrued in 1930, it would appear that our clients are entitled to collect interest on the amount which has been owing since then, presumably at the rate of 6%. Will you advise us as to whether we are correct in this?

JOHN C. BOX

JOHN C. BOX, Jr.

BOX & BOX

ATTORNEYS AT LAW

JACKSONVILLE, TEXAS

2

Without having very definite advice, we understand that the Pioneer Abstract & Guaranty Title Company of El Paso, Texas, has had some connection with the title to this land, and are writing them to get further information about it.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Box & Box", with a stylized flourish at the end.

JCB/H

HHB skr

El Paso, Texas.

January 6, 1931

Mr. Dan W. Whitaker,
c/o West Texas Utilities Company,
Abilene, Texas.

Dear Sir:

We have received a telegram which was forwarded collect from you requesting us to advise when check would be mailed in connection with contract dated September 27, 1930, with Mrs. Irene Whitaker and Paul Tucker and wife.

Our District Counsel wrote you a few days ago stating that according to the Abstract Company there was some irregularity in the title. As soon as this is cleared up, check will be mailed you from Washington.

Very truly yours,

L.R.Flock,
Superintendent.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

December 24, 1930,

IN REPLY PLEASE REFER TO

No. 8020

EXAMINER BES.

TO Mr. H. J. S. Devries,

Reclamation Service,
El Paso, Texas,

IN RE: Whitaker and Tucker sale to U. S. A.

PROPERTY: 1.9 acres out of Tract 16, Block 1, of the San Elizario Grant, El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: ED. WHITAKER, and PAUL TUCKER,

SUBJECT TO:

TAXES: We have not yet received tax certificates, but will advise you upon receipt thereof the condition of the taxes.

PAVING: None.

The property was conveyed to Ed. Whitaker, but the contract with the government is made with Mrs. Irene Whitaker a widow and Paul Tucker. We find no proceedings in the probate court of El Paso County, Texas, and desire to be advised concerning the estate of Ed. Whitaker, dec'd. If the will has been probated or if an Administrator has qualified we desire a certified copy of the proceedings.

Before we can complete the examination of this title, it will be necessary that we be presented with a map on a larger scale than that attached to the contract. We also desire a plat showing the relative position of the 1.9 acres with reference to the lines of Tract 16, Block 1, San Elizario. Upon receipt of these plats we shall be glad to finish the examination and make final report on this transaction.

Very truly yours,

B. Schwarzenbach
A. Secy.

BES:MF.

Blue print mailed 1/2/31
gms

skr

El Paso, Texas.

November 10, 1930

County Clerk,
El Paso County,
El Paso, Texas.

Dear Sir:

Transmitted herewith is landpurchase contract between the United States and Mrs. Irene Whitaker, Paul Tucker and Willie Tucker, which kindly record, billing the Bureau of Reclamation, El Paso, Texas, with recording fee. The attached cloth plat is for your files.

Very truly yours,

H.H.Berryhill,
Chief Clerk,

Encl.

El Paso, Texas, November 7, 1930.

Pioneer Abstract & Guarantee Title Co.,
First Nat'l Bank Bldg.,
El Paso, Texas.

Gentlemen:

Kindly furnish us with a certificate of guarantee of title covering land described in contract dated September 27, 1930, between the United States and Mrs. Irene Whitaker, widow, et al., said lands being 1.9 acres located in Tract 16, Block 1, Resurvey San Elizario Mainland grant, El Paso County, Texas, to be conveyed to the United States by warranty deed.

Title to be guaranteed should be fee simple title, free and clear of all liens and encumbrances of any nature.

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas.

November 4, 1930

Mr. Dan W. Whitaker,
c/o West Texas Utilities Company,
Abilene, Texas.

Dear Sir:

In reply to yours of the 1st inst., in re the Whitaker-Tucker contract, would state that it was discovered that Mr. Tucker's wife had not joined in its execution and it was returned to Mr. Tucker for that purpose, and after its return properly signed the matter will be pushed along as rapidly as possible.

Very truly yours,

L. R. Flock,
Superintendent.

Mr. Deines ✓
Mr. Hoadley ✓



DEPARTMENT OF INTERIOR
BUREAU OF RECLAMATION

WEST TEXAS UTILITIES COMPANY

RECEIVED
NOV 3 1930

ABILENE TRACTION CO.
ROBY & NORTHERN R.R.CO.

GENERAL OFFICE:
ABILENE, TEXAS
November 1, 1930

EL PASO - TEXAS:

Mr. L. R. Frick,
Department of Interior,
Bureau of Reclamation,
El Paso, Texas.

Dear Sir:

I would appreciate very much you investigating the Whitaker-Tucker easement and advising why check to cover same has not been mailed as we understand that work has been started on levee.

Yours very truly,

Dan W. Whitaker

DWW/I

~~IRS~~
CWH skr

El Paso, Texas.

November 1st, 1930

Mr. Paul Tucker,
Jacksonville, Texas.

Dear Sir:

We have been informed by the Abstract Company that the records show you to be a married man. If this is correct it will be necessary for your wife to sign and acknowledge before a Notary Public the land purchase contract enclosed herewith, which was executed by you and Mrs. Irene Whitaker September 27, 1930, for the conveyance of 1.9 acres of land located in the San Elizario Grant, El Paso County, Texas, to the United States of America.

When your wife has signed and had same properly acknowledged, please return the contract at once to this office.

Very truly yours,

L. R. Fiock,
Superintendent.

Encl.
Contract

El Paso, Texas, October 28, 1930.

MEMORANDUM for Mr. Hoadley.
(District Counsel)

In re: Land Purchase Contract dated September 27, 1930, with
Mrs. Irene (Ed) Whitaker and Paul Tucker.

1. Assuming that you have satisfied yourself that these are the proper parties to convey in the above mentioned contract and that you have satisfied yourself as to the marital status of the contractor, Paul Tucker, and to avoid further delay, the contract was given legal approval. The contract is transmitted herewith for handling in the usual way if you have satisfied yourself on the above-mentioned points.

2. It is always quite important in sending these contracts out for signature that the persons who are expected to sign it be specifically requested to have their respective husbands or wives, if any, join in signing the contract.

3. In this connection, your attention is invited to the following quotation from page 221, paragraph 6 of the Manual, referring to the land purchase contract, which reads:

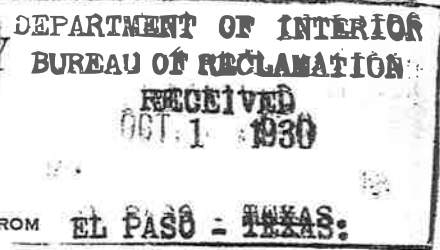
"This (the contract) shall be prepared on Form 7-276, checked as to land description by a member of the engineering force and signed and acknowledged by the person or persons having the right to convey the land. Care shall be taken to secure such execution. All who execute the contract must be of full age. The marital status of the contractor shall appear in the instrument, and in the case of a married owner both husband and wife shall join unless this clearly appears unnecessary."

4. This information should also appear under paragraph 4 of the form 7-281, "Report on Land Purchase Contract."

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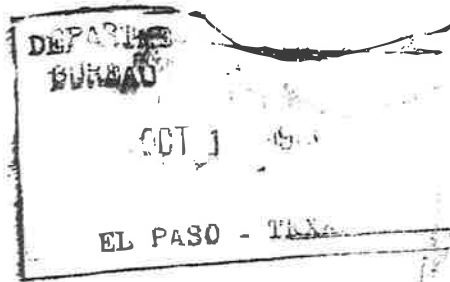
H. J. S. Devries.

WEST TEXAS UTILITIES COMPANY



WRITTEN FROM EL PASO - TEXAS:
Abilene, Texas
September 29, 1930

IN REPLY REFER TO



Mr. L. R. Fiock,
Superintendent, Bureau of Reclamation,
U. S. Department of Interior,
El Paso, Texas.

Dear Sir:

Please find enclosed deed covering 1.9 acres
out of Tucker-Whitaker tract at Fabens.

When properly executed please forward check
as quickly as possible so that we may close our file.

Yours very truly,

D. W. Whitaker

D. W. Whitaker
West Texas Utilities Company,
Abilene, Texas.

DWW/I

5D
GHI dir

El Paso, Texas.

August 4, 1930

Mr. Dan W. Whitaker,
c/o West Texas Utilities Company,
Abilene, Texas.

Dear Sir:

Mr. C. W. Bickley, Fabens, Texas, has handed us your letter of June 19th, 1930, in re of the right of way the United States wishes to acquire out of what is known as Tract 16, Block 1, of the resurvey of the Mainland San Elizaric Grant and shown in the records to be in the name of Tucker and Whitaker.

The plat sent by Mr. Bickley was made from a preliminary survey and has now been corrected to show exactly what will be required by the United States for the reconstruction of the present levee through your tract, also for construction of a drain parallel and adjacent to same. The purpose of the drain is to intercept the seepage from the river. In addition, as you will note on the enclosed plat, there will be required a strip forty feet wide along the Mesa Drain, in order that same may be deepened and widened.

You will also note that the proposed work will not interfere with your barn, as you stated it would in your letter, nor will your improvements be subject to the runoff and discharge of water during heavy rains on the Mesa above Fabens.

You will note on the pencil sketch enclosed that there will be between our pumping plant, and outlet and your land, a levee, also a levee between the pumping plant and the county flood channel.

Of 1.90 acres required by the United States, thirty six hundredths of which is occupied at present by the levee and forty-one hundredths lies outside of the levee, and subject to overflow whenever there is a slight raise in the river, therefore, we will pay for 1.9 acres at the rate of \$150.00 per acre or a total of \$282.00. This, we believe to be a fair price. Upon completion of the work your improvements will have better protection from flood waters in the Rio Grande and the land will be drained.

Very truly yours,

L.R. Flock,
Superintendent.

Encl.
Plat
Sketch.

595
342



THE FIRST NATIONAL BANK

CAPITAL AND SURPLUS \$72,500.00

EL PASO, TEXAS

June 21, 1930.

Mr. Hoadly,
U. S. Reclamation Service,
El Paso, Texas.

Dear Mr. Hoadly:-

Enclosed herewith is copy of my letter and replies thereto with reference to the right-of-way from Paul Tucker et al. With this information I believe it would be better for you to write Mr. Whitaker direct, or if you want me to, I shall be very glad to write him further. You are at liberty to keep the copy and letters if you desire.

Awaiting your further advice, I am,

Yours very truly,

Currier
Vice-Prest.

Enc.



WEST TEXAS UTILITIES COMPANY

IN REPLY REFER TO

WRITTEN FROM

Abilene, Texas.
June 19, 1930.

Mr. C. W. Bickley,
First National Bank,
Fabens, Texas.

Dear Sir:

Your letter of June 4th to Mr. Paul Tucker in regard to the proposed extension to the levee at Fabens, has been referred to me for handling.

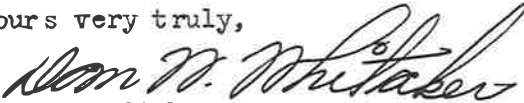
As you know, this plot has been very sadly taken up the past few years by levees. Of course we realize the value of these levees both to ourselves and to the community as a whole, however, we have invested in this plot approximately \$4900.00 which represents the original cost and the consequent development which we have made there. We believe that all future levees, dikes, rain ditches, etc., for which we grant permission, should be based on this value.

You will note the survey line outlining the new levee passes directly through the barn at this place and it will be rather costly for us to move this building, and we do not believe it would be satisfactory to locate the levee with the consequent run off and discharge of water along the levee during heavy rain close to this type of construction.

As you know, Mr. Van Dyke's land represents a very different project from ours and we do not believe it can be used as a fair comparison to the value of our land.

Please let us hear from you further in regard to the valuation which you propose to set up on this land so that we may go over it in detail before making our decision.

Yours very truly,



Dan W. Whitaker.

RMW/T

June 4, 1930.

Mr. Paul Tucker,
Jacksonville, Texas.

Dear Mr. Tucker:-

Here we are again with another proposition from the County and Reclamation Service regarding a new levee program and enclosed herewith is a Survey recently made by the Reclamation Service showing your tract of land and what is now required for the new levee. The present levee is shown as indicated on the map and the new levee and drain is shown by the two heavy white lines taking in the old levee. A study of the map will show you just what the layout is. The proposed levee and drain will leave to you, if agreed to, 1.68 acres of land.

Mr. Van Dyke was down the other day and he agreed to let them have all the land taken by the new levee to the river at \$100.00 per acre. That takes the land as shown on your survey, as follows:

	4.29 acres,	
	.41	"
	.78	"
	.38	"
Total.....	<u>5.86</u>	"

If you agreed to the same proposition as Mr. Van Dyke you would be paid for 5.86 acres. I am writing at the request of the Reclamation Service and the County and I shall appreciate if you will study the map and write me just what you care to do.

Yours very truly,

Vice-Prest.